

<i>SERFF Tracking Number:</i>	<i>NYLA-126681294</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>46205</i>
<i>Company Tracking Number:</i>	<i>210-195</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>SPIA Installment Refund 2010</i>		
<i>Project Name/Number:</i>	<i>SPIA Installment Refund 2010/210-195</i>		

## Filing at a Glance

Company: New York Life Insurance and Annuity Corporation

Product Name: SPIA Installment Refund 2010 SERFF Tr Num: NYLA-126681294 State: Arkansas

TOI: A05I Individual Annuities- Immediate Non-Variable SERFF Status: Closed-Approved-Closed State Tr Num: 46205

Sub-TOI: A05I.000 Annuities - Immediate Non-variable Co Tr Num: 210-195 State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Susan Britton, Louleita Evans, Gerald DeNicola, Renata Bucaj, Sharyn Sheehan

Disposition Date: 07/16/2010

Date Submitted: 07/14/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: SPIA Installment Refund 2010

Project Number: 210-195

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 07/16/2010

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 07/16/2010

Created By: Susan Britton

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Susan Britton

Filing Description:

RE: NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

N.A.I.C. NO.: 826-91596

F.E.I.N.: 13-3044743

SERFF Tracking Number: NYLA-126681294 State: Arkansas  
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 46205  
Company Tracking Number: 210-195  
TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable  
Product Name: SPIA Installment Refund 2010  
Project Name/Number: SPIA Installment Refund 2010/210-195

Form No.: 210-195 Individual Single Premium Immediate Annuity Contract  
207-585 (11/2010) Individual Single Premium Immediate Annuity Application  
207-586 (11/2010) Individual Single Premium Immediate Annuity Application

We are enclosing for your approval a new individual single premium immediate fixed annuity policy and two revised applications that will be used to apply for this policy. The policy will be issued by New York Life Insurance and Annuity Corporation (NYLIAC). These applications will also be used with our previously approved Individual Single Premium Fixed Immediate Annuity policies issued by NYLIAC. Additional information regarding these forms is provided below and the chart that follows this letter lists all forms that will be used with this new product.

#### Policy Form 210-195

Policy form 210-195, which is non-participating, will be made available individually through the company's agents as well as independent agencies (independent distribution channel). This policy form does not replace any existing policy form.

This product will be available for the "non-tax qualified" market and for the "tax-qualified" market, specifically, the Individual Retirement Annuity (IRA) market which includes Traditional IRA plans, Inherited Traditional IRA plans, Roth IRA plans, and Inherited Roth IRA plans.

This policy, which can be issued either as a single life annuity or a joint life annuity, provides that annuity income payments will continue as long as an annuitant is living. If the annuitant dies before the total annuity income payments equal the premium paid, the annuity income payments will continue as scheduled, payable to the beneficiary, until the total payments equal the premium paid.

#### Application Form 207-585 (11/2010)

When policy form 210-195 is solicited through the company's agents, application form 207-585 (11/2010) will be used. This application replaces form 207-585 (01/2010), which was approved by your Department on 8/28/2009. Application form 207-585 (11/2010) is substantially similar to application form 207-585 (01/2010) with the primary change being that the Life with Installment Refund option has been added.

The required replacement questions can be found on our replacement form, form number 22190.100, which was approved by your Department on 10/10/2007. This form is completed with the application in all cases, whether or not a replacement is involved.

#### Application Form 207-586 (11/2010)

<i>SERFF Tracking Number:</i>	<i>NYLA-126681294</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>46205</i>
<i>Company Tracking Number:</i>	<i>210-195</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>SPIA Installment Refund 2010</i>		
<i>Project Name/Number:</i>	<i>SPIA Installment Refund 2010/210-195</i>		

Application form 207-586 (11/2010) replaces form 207-586 (01/2010) which was approved by your Department on 8/28/2009. Application form 207-586 (11/2010) is substantially similar to application form 207-586 (01/2010) with the primary change being that the Life with Installment Refund option has been added.

When policy form 210-195 is solicited through the company's independent distribution channel, a variety of solicitation methods will be used. This policy may be solicited without an application (App-Less), with an application acquired at the time of the policy's delivery (App-Later) or using the traditional process which involves completion of an application at point-of-sale and prior to policy delivery. When an application is used, we will use form number 207-586 (11/2010). This application contains the required replacement questions.

#### Policy Features

**Annuity Income Payment Advance** – Each new policy issued on a monthly income basis allows the owner to elect six months worth of “accelerated” annuity payments. If an owner elects this feature, then he or she will receive a lump-sum payment equal to the value of their next scheduled monthly payment and the following five scheduled monthly payments. Regularly scheduled monthly payments will resume after the six-months. This feature can only be elected twice during the life of the policy.

**Annuity Income Payment Annual Increase Option** – The owner may elect, prior to issuance of the policy, at no charge, an annual annuity income payment increase that provides a means for the owner to offset the effects of inflation on future payments.

#### Domicile Approval Status

Policy form 210-195 and applications 207-585 (11/2010) and 207-586 (11/2010) were filed with the Insurance Department of our domicile state of Delaware on 6/24/2010 and are pending approval.

These forms will be pre-printed or laser-emitted with identical language approved by the Department. The Company reserves the right to alter the color, layout, format, pagination, signature graphic and type of font (but not point size to less than 10) of these forms without resubmitting for approval, unless otherwise informed.

We would appreciate receiving your approval of these new forms at your earliest convenience. If you have any questions regarding this submission, please contact us.

SERFF Tracking Number: NYLA-126681294 State: Arkansas  
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 46205  
Company Tracking Number: 210-195  
TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable  
Product Name: SPIA Installment Refund 2010  
Project Name/Number: SPIA Installment Refund 2010/210-195

**New York Life Insurance and Annuity Corporation**

Forms that will be used with policy form 210-195

Form Number Brief Description Approval Information

207-585 (11/2010) Application (Company agents) Pending

207-586 (11/2010) Application (Independent distribution channel) Pending

206-308 30% Withdrawal Rider 9/19/2006

206-309 30% Withdrawal Rider 9/19/2006

206-310 100% Withdrawal Rider 9/19/2006

205-300 Changing Needs Rider 6/3/2005

206-300 Income Enhancement Option Rider 2/22/2006

22190.100 Replacement Notice 10/10/2007

6236-02 Traditional IRA Endorsement 8/11/2003

6430-07 Roth IRA Endorsement 8/28/2009

20830 State Guaranty Association Notice N/A

20247ANN Inquiry notice (agency distribution) N/A

42011 (AR) Inquiry notice (independent distribution) N/A

Additional policies that will be used with applications 207-585 (11/2010) and 207-586 (11/2010)

203-169 Lifetime Income Annuity 10/10/2003

203-170 Lifetime Income Annuity 10/10/2003

203-171 Lifetime Income Annuity 10/10/2003

203-172 Lifetime Income Annuity 10/10/2003

203-173 Lifetime Income Annuity 10/10/2003

203-174 Lifetime Income Annuity 10/10/2003

207-196 (will use 207-585 (11/2010)) only Fixed Period Annuity 04/30/2007

## Company and Contact

### Filing Contact Information

Susan Britton, Senior Contract Consultant susan\_r\_britton@newyorklife.com  
1 Rockwood Road 914-846-5889 [Phone]  
Sleepy Hollow, NY 10591 914-846-5382 [FAX]

### Filing Company Information

New York Life Insurance and Annuity CoCode: 91596 State of Domicile: Delaware

SERFF Tracking Number: NYLA-126681294 State: Arkansas  
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 46205  
Company Tracking Number: 210-195  
TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable  
Product Name: SPIA Installment Refund 2010  
Project Name/Number: SPIA Installment Refund 2010/210-195  
Corporation  
1 Rockwood Road Group Code: 826 Company Type:  
3N738 Group Name:  
Sleepy Hollow, NY 10591 FEIN Number: 13-3044743  
(914) 846-3508 ext. [Phone] State ID Number:  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$150.00  
Retaliatory? Yes  
Fee Explanation: 3 forms @ \$50.00 each  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance and Annuity Corporation	\$150.00	07/14/2010	37954130

<i>SERFF Tracking Number:</i>	<i>NYLA-126681294</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>46205</i>
<i>Company Tracking Number:</i>	<i>210-195</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>SPIA Installment Refund 2010</i>		
<i>Project Name/Number:</i>	<i>SPIA Installment Refund 2010/210-195</i>		

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved-Closed	Linda Bird	07/16/2010	07/16/2010

<i>SERFF Tracking Number:</i>	<i>NYLA-126681294</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>46205</i>
<i>Company Tracking Number:</i>	<i>210-195</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>SPIA Installment Refund 2010</i>		
<i>Project Name/Number:</i>	<i>SPIA Installment Refund 2010/210-195</i>		

## Disposition

Disposition Date: 07/16/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NYLA-126681294 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 46205

Company Tracking Number: 210-195

TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable

Product Name: SPIA Installment Refund 2010

Project Name/Number: SPIA Installment Refund 2010/210-195

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statements of Variability		Yes
Supporting Document	Cert. Compliance		Yes
Supporting Document	Filing Fee Transmittal		Yes
Form	Individual Single Premium Immediate Fixed Annuity		Yes
Form	Application for Individual Single Premium Immediate Fixed Annuity		Yes
Form	Application for Individual Single Premium Immediate Fixed Annuity		Yes



SERFF Tracking Number: NYLA-126681294 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 46205

Company Tracking Number: 210-195

TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable

Product Name: SPIA Installment Refund 2010

Project Name/Number: SPIA Installment Refund 2010/210-195

## Form Schedule

### Lead Form Number: 210-195

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	210-195	Policy/Contract	Individual Single Premium Immediate Fixed Annuity Certificate	Initial			Policy-210-195.pdf
	207-585 (11/2010)	Application/Enrollment Form	Application for Individual Single Premium Immediate Fixed Annuity	Revised	Replaced Form #: 207-585 (01/2010) Previous Filing #:		App-207-585 (11.2010).pdf
	207-586 (11/2010)	Application/Enrollment Form	Application for Individual Single Premium Immediate Fixed Annuity	Revised	Replaced Form #: 207-586 (01/2010) Previous Filing #:		App-207-586 (11.2010).pdf

[ANNUITANT- -JOHN DOE  
POLICY NUMBER- -00 000 000  
POLICY DATE- -SEPTEMBER 1, 2010]

**New York Life Insurance and Annuity Corporation**  
(A Delaware Corporation)

Home Office  
[200 Continental Drive, Suite 306]  
[Newark, DE 19713]

Executive Office  
[51 Madison Avenue]  
[New York, NY 10010]


**The Corporation.** New York Life Insurance and Annuity Corporation (NYLIAC), a stock company incorporated in Delaware, will pay the benefits of this Individual Single Premium Immediate Fixed Annuity (the "Policy") in accordance with its provisions. The pages which follow are also a part of this Policy.


**Annuity Income Payments.** Beginning on the Annuity Commencement Date, we will make Annuity Income Payments to you or to the Payee(s) designated by you, as stated on the Policy Data Page.

**Right To Return Policy.** Please examine your policy. Within 10 (ten) days (or longer if required by state law), after receipt by the Owner, you may return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the Premium. Upon receipt of this request, the Policy will be void from the start, and a full Premium refund will be made.

The Issue Date is shown on the Policy Data Page.

If you have questions or concerns about your policy, please contact us at [www.newyorklife.com](http://www.newyorklife.com) or please call us at [1-800-598-2019].

  
President

  
Secretary

**Immediate Life Annuity With Installment Refund**

***(An Individual Single Premium Immediate Fixed Annuity Policy)***

Single Premium payable as shown on the Policy Data Page

This Policy is Non-Participating.

**This Policy will not become effective unless it is delivered to the Owner while the Owner and Annuitant are living.**

**Read This Policy Carefully. It is a legal contract between the Owner and the Corporation.**

New York Life Insurance and Annuity Corporation

Home Office  
[200 Continental Drive, Suite 306]  
[Newark, DE 19713]

Executive Office  
[51 Madison Avenue]  
[New York, NY 10010]

**POLICY DATA PAGE**

**Annuitant(s)** -- [John Doe] **Age** [65] [Male]

**Policy Number** -- [00 000 000]  
**Policy Date** -- [September 1, 2010]  
**Owner(s)** -- [The Annuitant]  
**Payee(s)** -- [John Doe]  
**Plan** [Non-Qualified]

**Single Premium:** \$[250,000]

**Annuity Commencement Date:** [October 1, 2010]

**Annuity Income Payments:** [Single Life Annuity with Installment Refund]

\$[1150.00] [Monthly], payable while the Annuitant is living. If the Annuitant dies before the total Annuity Income Payments equal the premium paid, the Annuity Income Payments will continue as scheduled, payable to the Beneficiary, until the total payments equal the premium paid.]

**[Joint Life Annuity with Installment Refund]**

\$[2500.00] [Monthly], payable while either Annuitant is living. If both Annuitants die before the total Annuity Income Payments equal the premium paid, the Annuity Income Payments will continue as scheduled, payable to the Beneficiary, until the total payments equal the premium paid.]

[Upon the death of the Annuitant, if any guaranteed Annuity Income Payments are paid in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:

Payments in Policy Years [1 Through 10]	[XX.XX]%
Payments in Policy Years [11 Through 20]	[XX.XX]%
Payments in Policy Years [21 Through 30]	[XX.XX]%

**Annual Increase Option Selected:** Annuity Income Payments will increase annually by [5]% for the life of the Policy and will begin on the first anniversary of the Annuity Commencement Date.

**Changing Needs Rider Option Selected:**  
On October 1, 2013 your adjusted Annuity Benefit will be [\$1,500 monthly] payable during the life of the policy.

**Issue Date:** [September 3, 2010]

**Income Enhancement Option Rider Selected:**

Beginning Index Interest Rate: [4.50%]

**Ending Index Interest Rate:** must be [6.50%] or higher for the option to activate

Adjusted Annuity Benefit, if the option activates: \$1,750] Monthly, payable for the duration of the policy.

Adjusted Annuity Payment Date: September 1, 2015

If the Income Enhancement Option is activated, the Adjusted Annuity Benefit will be reduced for the [remainder of the Guaranteed Period] [life of the Policy] by the exercise of the [30%] Withdrawal Rider.

**[30% WITHDRAWAL RIDER**

*(See next page for rider information)]*

**[WITHDRAWAL RIDER**

*(See next page for rider information)]*

**Issue Date:** [September 3, 2010]

**POLICY DATA PAGE**  
(Page 2 Continued)

**30% WITHDRAWAL RIDER**

The following information is used to calculate the Withdrawal Benefit available under this rider:

Available Withdrawal Effective Dates:  
[September 1, 2015, September 1, 2020 or September 1, 2025]

Life Expectancy on the Policy Date:

<u>Annuitant(s)</u>	<u>Years</u>	<u>Months</u>
[John Doe]	[20]	[6]

Interest rates for discounting payments:

These rates will be adjusted by the Interest Rate Change Adjustment (as defined in the rider) prior to discounting.

Payments in Policy Years [1 Through 10]	[2.45]%
Payments in Policy Years [11 Through 20]	[4.45]%
Payments in Policy Years [21 Through 30]	[5.65]%
Payments after Policy Year [30]	[4.15]%

**WITHDRAWAL RIDER**

The following information is used to calculate the Withdrawal Benefit available under this rider:

Guaranteed Period on the Policy Date:

<u>Years</u>	<u>Months</u>
[20]	[0]

Interest rates for discounting payments:

These rates will be adjusted by the Interest Rate Change Adjustment (as defined in the rider) prior to discounting.

Payments in Policy Years [1 Through 10]	[2.45]%
Payments in Policy Years [11 Through 20]	[4.45]%
Payments in Policy Years [21 Through 30]	[5.65]%
Payments after Policy Year [30]	[4.15]%

If this rider is exercised and an Annuitant is living at the expiration of the Guaranteed Period, Annuity Income Payments will resume on [September 1, 2030] and will continue for the lifetime of the Annuitant(s). The amount of the Annuity Income Payments will be calculated to include applicable increases or decreases based on any option that was selected at the time of application.

**RIDERS [AND ENDORSEMENTS] ATTACHED TO THIS POLICY ON THE POLICY DATE:**

[30% Withdrawal Rider]  
[Withdrawal Rider]  
[Individual Retirement Annuity Endorsement]  
[ROTH Individual Retirement Annuity Endorsement]

**Issue Date:** [September 3, 2010]

## WE & YOU

In this Policy, the words “we”, “our”, “us”, “Corporation”, and “NYLIAC” refer to New York Life Insurance and Annuity Corporation, and the words

”you” or “your” refer to the Owner of this Policy. When you write to us, please include the policy number, your full name, and your current address.

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## DEFINITIONS

These terms are capitalized when used throughout this Policy.

**AGE:** The Age of an Annuitant, as shown on the Policy Data Page, is the Age as of the Policy Date. We count one-twelfth (1/12) of a year for each full month from the Annuitant's last birthday to the Policy Date.

**ANNUITANT(S):** The person(s) named on the Policy Data Page and whose life determines the Annuity Income Payments.

**ANNUITY COMMENCEMENT DATE:** The date on which the first Annuity Income Payment under this Policy will be made.

**ANNUITY INCOME PAYMENTS:** Periodic payments NYLIAC makes to the named Payee.

**ANNUITY PAYMENT DATE:** The date upon which NYLIAC has agreed to make each Annuity Income Payment. The initial Annuity Income Payment will be made on the Annuity Commencement Date. Subsequent Annuity Income Payments will be made on the same date of each Payment Mode. If an Annuity Income Payment Date falls on a day that we are not open for business, we will make the payment on the next business day.

**BENEFICIARY:** The person(s) or entity(ies) having the right to receive the death benefit set forth in this Policy.

**ISSUE DATE:** The date this Policy is produced for delivery.

**NYLIAC ("Corporation, we, us, our"):** New York Life Insurance and Annuity Corporation, which is a wholly-owned Delaware subsidiary of New York Life Insurance Company.

**NON-QUALIFIED PLAN:** A retirement program, which is funded by after-tax contributions.

**OWNER ("you, your"):** The person(s) or entity(ies) designated as the Owner of this Policy as displayed on the Policy Data Page, or as subsequently changed.

**PAYEE:** The recipient(s) you have designated to receive the Annuity Income Payments under this Policy.

**PAYMENT MODE:** The frequency that we agree to pay the Annuity Income Payments to the Payee. The frequency is displayed in the Annuity Income Payments section of the Policy Data Page.

**POLICY DATA PAGE:** Page (2) of this Policy, containing the Policy specifications.

**POLICY DATE:** The date the Policy is executed. It is shown on the Policy Data Page.

**POLICY YEAR:** A year starting on the Policy Date. Subsequent Policy Years begin on each Policy anniversary unless otherwise indicated.

**PROOF OF DEATH:** Evidence that death has occurred, including at least one of the following: a certified copy of the death certificate, an attending physician's statement, a finding from a court of competent jurisdiction or any other proof that is acceptable to us.

**SINGLE PREMIUM:** The payment made to the Corporation as consideration for the benefits provided by this Policy. The Single Premium is the only payment that may be applied to this Policy.

**QUALIFIED PLAN:** A retirement plan or program, under the Internal Revenue Code of 1986, as amended, including Sections 408 and 408(A).

## SECTION ONE - POLICY OWNERSHIP

### 1.1 What Are The Rights Of Ownership Of This Policy?

As the Owner, you have all the rights of ownership in this Policy while the Annuitant is living. These rights include the right to change a revocable Beneficiary, if applicable, receive Annuity Income Payments, name one or more Payees to receive these payments and change the Owner. If this Policy is jointly owned, these rights must be exercised jointly. To exercise these rights, you do not need the consent of any successor Owner or, if applicable, a revocable Beneficiary. You cannot lose these rights. However, all rights of ownership end at your death.

### 1.2 May You Name A Successor Owner?

A successor Owner may be named in the application, or in a notice you sign that gives us the facts that we need. The successor Owner will become the new Owner if you die while the Annuitant is living. If no successor Owner survives you and you die while the Annuitant is living, your estate becomes the new Owner.

### 1.3 May You Change The Owner Of This Policy?

You may change the Owner (Non-Qualified Plan policies only) of this Policy, from yourself to a new Owner, in a notice you sign that gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. When this change takes effect, all rights of ownership in this Policy will pass to the new Owner. Changing the Owner of this Policy does not change the Annuitant, or, if applicable, any Beneficiary. Changing the Owner or naming a new successor Owner cancels any prior choice of successor Owner.

A change in ownership may have adverse tax consequences to you; please consult with your tax advisor.

## SECTION TWO – BENEFICIARY

### 2.1 May More Than One Beneficiary Be Named?

You may name more than one Beneficiary. Multiple Beneficiaries may be classified as primary (or first class), contingent (or second class), and so on. If two or more Beneficiaries are named in a class, their shares in any amount payable may be stated. Any amount payable will be paid to any Beneficiary classified as primary who survives the Annuitant(s). If no Beneficiary classified as primary survives the Annuitant(s), payment will be made to any Beneficiary surviving in the next class, and so on. Those Beneficiaries who survive in the same class have an equal share in any amount payable to the extent possible, unless the shares are stated otherwise.

### 2.2 May You Change A Beneficiary?

While an Annuitant is living, a revocable Beneficiary designation may be changed by providing us with a notice you sign that gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice.

### 2.3 May The Beneficiary Request A Change Of Annuity Income Payment?

Unless otherwise directed in writing by you and agreed to by us, a Beneficiary may not advance or assign Annuity Income Payments, receive Annuity Income Payments in one sum, other than as

described in Section 2.7, or make any other change in any remaining Annuity Income Payments.

### 2.4 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

During the guaranteed period of Annuity Income Payments, if a Beneficiary who is receiving Annuity Income Payments dies, each remaining Annuity Income Payment will be paid to those Beneficiaries in the same class who are alive when that Annuity Income Payment becomes due. If the last surviving Beneficiary in a class dies while receiving Annuity Income Payments, any remaining payments will be paid to the surviving Beneficiaries in the next class, and so on. If no Beneficiary for any amount payable or for a stated share is alive, the present value of any remaining Annuity Income Payments is paid to the estate of the Beneficiary who dies last. The present value of any remaining Annuity Income Payments is always less than the total of those Annuity Income Payments. No amount will be payable to any Beneficiary after the end of the guaranteed period of Annuity Income Payments.

### 2.5 What Happens If No Beneficiary Survives The Annuitant(s)?

If no Beneficiary for any amount payable, or for a stated share, survives the Annuitant(s), the right to this amount or this share will pass to the Owner(s) as Beneficiary, or if no Owner is living, to the last surviving Owner's estate. If any Beneficiary dies at the same time as the Annuitant, or within fifteen (15)



days after the death of the last surviving Annuitant, but before we receive Proof of Death for the Annuitant and all claim information, we will pay any amount payable as though the Beneficiary died first.

### **2.6 When Will We Process A Request For Payment Of The Death Benefit?**

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death for the Annuitant and a completed and signed claim form, a certificate of appointment (only if you are an Executor, Administrator, Legal Guardian or Conservator) and a copy of the assignment (only if the claim has been assigned for final expenses) from a Beneficiary, we will pay to that Beneficiary his/ her share of any amount of the death benefit.

No amount will be payable to a Beneficiary unless the Annuitant(s) die before all guaranteed payments shown on the Policy Data Page have been paid.

### **2.7 May The Guaranteed Annuity Income Payments Be Taken As A Single Sum After The Death Of The Annuitant(s)?**

If the right to any guaranteed Annuity Income Payments remaining after the death of the Annuitant or both Annuitants passes to an assignee, or to a Beneficiary that is not a natural person (such as a trust, corporation or estate), payment will be made in one sum. The amount of this payment will be the present value of the guaranteed Annuity Income Payments remaining at that time. This Payment will be calculated using the interest rate shown on the Policy Data Page. The present value of any remaining guaranteed Annuity Income Payments is always less than the sum of those payments.

## **SECTION THREE – ANNUITY INCOME PAYMENT ADVANCE**

### **3.1 Can Annuity Income Payments Be Advanced?**

If you are receiving Annuity Income Payments on a monthly basis, you can elect to have six months of Annuity Income Payments “accelerated”. If you elect this feature you will receive a lump sum payment equal to the value of your next scheduled monthly payment and the next five scheduled monthly payments. Regularly scheduled monthly payments will resume after the six-month payment.

Accelerated payments are fully taxable. This feature can only be elected twice during the life of the annuity Policy. This feature is not available if you are under age 59½ or if the annuity Policy is a Qualified Plan.

### **3.2 How Can I Exercise This Option?**

You can exercise this option in a notice you sign that gives us the facts that we need.

## **SECTION FOUR - GENERAL PROVISIONS**

### **4.1 What Constitutes The Entire Contract?**

This entire contract consists of this Policy, any attached riders, endorsements or amendments and a copy of the application, if attached. Only our Chairman, President, Secretary, or one of our Executive Officers may change the Policy, when not prohibited by the laws of the state in which this Policy is issued, and then only in writing. No change will be made in the contract unless you agree. No agent is authorized to change this contract or to waive any provisions of this Policy.

### **4.2 How Important Is The Information You Provide For This Policy?**

In issuing this Policy, we have relied on the information you provided. If you signed an application, such information includes statements made in the application. All such statements are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No such statement will be used by us to contest this Policy unless that statement is a material misrepresentation.

### **4.3 Will We Be Able To Contest This Policy?**

We will not contest this Policy after the Policy has been in force, while the Annuitant(s) is living, for two (2) years from the Issue Date. If no application was signed, this Policy will not be contested on the basis of any information that would generally be contained in an application.

### **4.4 May We Require Proof That The Annuitant(s) Is Living?**

We may require proof from you that the Annuitant is living on any Annuity Payment Date, but not more than once in any twelve-month period.

### **4.5 What Happens If In This Policy A Person's Age Or Sex Is Stated Incorrectly?**

If the Age or sex of an Annuitant is not correct as stated, any amounts payable under this Policy will be adjusted to what the single premium paid would have purchased at the correct Age and sex. If Annuity Income Payments were made based on an incorrect Age or sex, we will increase or reduce a later payment or payments to adjust for the error. Any adjustment will include interest, at three percent

(3.0%) per year, from the date of the incorrect payment to the date the adjustment is made.

#### **4.6 May You Assign This Policy?**

While the Annuitant is living, you may assign this Policy (Non-Qualified Plan policies only) or any interest in it. If you do this, your interest, and the interest of any Beneficiary, if applicable, is subject to that of the assignee. As Owner, you retain any rights of ownership that have not been assigned. An assignee may not change the Owner, Payee, or, if applicable, the Beneficiary. You must provide us with a copy of any assignment. We will not be responsible for the validity of an assignment. Any assignment, unless otherwise specified in the assignment by you, shall take effect on the date the assignment is signed, subject to any payment we made or action we took before receipt of the assignment.

#### **4.7 May You Change The Payee?**

You may name, revoke or change the Payee at any time by providing us with a notice you sign that gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If the Payee dies before all payments have been made under this Policy, we will pay you until you designate a different Payee.

#### **4.8 Does This Policy Have Cash Or Loan Values?**

This Policy does not have cash values or loan values.

#### **4.9 Do Annuity Income Payments Have Protection Against Creditors?**

Except as stated in the Assignment provision, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditor.

#### **4.10 Is This Policy Subject To Conformity With Any Law?**

This Policy is subject to all laws that apply. Benefits available under this Policy are not less than those required by any regulation or statute of the state for which this Policy is issued.

**New York Life Insurance and Annuity Corporation**

A Stock Company Incorporated in Delaware

Home Office  
[200 Continental Drive, Suite 306  
Newark, DE 19713]

Executive Office  
[51 Madison Avenue  
New York, NY 10010]

**Immediate Life Annuity With Installment Refund**

***(An Individual Single Premium Immediate Fixed Annuity Policy)***

Single Premium payable as shown on Policy Data Page

This policy is Non-Participating.

**SPECIMEN COPY**

**APPLICATION FOR**

Individual Single Premium Immediate Fixed Annuities

**[Lifetime Income or Fixed Period Annuity]**

Annuities

To New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)

Executive Office: [51 Madison Avenue, New York, NY 10010] • Home Office: [200 Continental Drive, Suite 306, Newark, DE 19713]

**1 OWNER**

John J. Doe

☒ Male ☐ Female  
Check One

▲ Name (First, Middle Initial, Last)

123 Main Street

▲ Residence – Street Address

Anytown,

NY

11111

USA

▲ City

State

Zip Code

Country of Citizenship

(111) 222-3333

(111) 333-4444

▲ Home Telephone Number

Business Telephone Number

01 /01 /1984

111-11-1111

▲ Date of Birth (MM/DD/YYYY)

Social Security or Tax I.D. Number

Relationship to the Annuitant: ☒ Self ☐ Spouse ☐ Other**2 JOINT OWNER** (If applicable – Non-qualified only)☐ Male ☐ Female  
Check One

▲ Name (First, Middle Initial, Last)

▲ Residence – Street Address

▲ City

State

Zip Code

Country of Citizenship

▲ Home Telephone Number

Business Telephone Number

/ /

▲ Date of Birth (MM/DD/YYYY)

Social Security or Tax I.D. Number

Relationship to the Annuitant: ☐ Self ☐ Spouse ☐ Other**3 ANNUITANT**Check One: ☒ Owner ☐ Joint Owner ☐ Other, complete below.☐ Male ☐ Female  
Check One

▲ Name (First, Middle Initial, Last)

▲ Residence – Street Address

▲ City

State

Zip Code

Country of Citizenship

/ /

▲ Home Telephone Number

Date of Birth (MM/DD/YYYY)

Social Security or Tax I.D. Number

**PROOF OF AGE REQUIRED FOR LIFETIME INCOME ANNUITY****4 JOINT ANNUITANT** (Complete for Joint-Life Lifetime Income annuities only.)Check One: ☐ Owner ☐ Joint Owner ☐ Other, complete below.☐ Male ☐ Female  
Check One

▲ Name (First, Middle Initial, Last)

▲ Residence – Street Address

▲ City

State

Zip Code

Country of Citizenship

/ /

▲ Home Telephone Number

Date of Birth (MM/DD/YYYY)

Social Security or Tax I.D. Number

**PROOF OF AGE REQUIRED FOR LIFETIME INCOME ANNUITY**Relationship to the Annuitant: ☐ Spouse ☐ Non-Spouse

**5 REDUCTION OF INCOME FOR JOINT LIFE PLANS-** If a Joint Annuitant is named, payments will continue upon the death of one of the Annuitants as indicated below.

**Note:** Reduction of income not available on Life With Cash Refund and Life With Installment Refund

**For Qualified Joint Life Plans where the Joint Annuitant is a Non-Spouse.** Generally, IRS regulations require a reduction to survivor income if the IRA Owner's age exceeds that of a non-spousal Joint Annuitant by more than 10 years. The IRA Owner must be the Primary Annuitant and the reduction is available only upon the death of the IRA Owner. See table in instructions section for maximum allowable survivor percentage.

**Please select one of the following. If no selection is made, the default survivor income is 100% subject to limitations noted above. For Plans with Guaranteed Period, any reduction in Income Payments, if applicable, applies after the end of the Guaranteed Period if the policy is in effect.**

- ☐ No reduction of income at first death (100% to survivor)  
☐ Income reduced to \_\_\_\_\_% [(40% to 99%)] of income at the death of either Annuitant  
☐ Income reduced to \_\_\_\_\_% [(40% to 99%)] of income at the death of Primary Annuitant\*  
\*Primary Annuitant is the Annuitant named in Section 3. **Note:** Available on IRAs only – the applicable Primary and Secondary Joint Life Plan will be issued if this box is checked.

**6 PAYEE** (Designated to receive Annuity Income Payments.)

Check One: ☒ Owner ☐ Joint Owner ☐ Annuitant ☐ Other, complete below.

▲ Name (First, Middle Initial, Last)

▲ Residence – Street Address

▲ City State Zip Code Country of Citizenship  
/ /

▲ Home Telephone Number Date of Birth (MM/DD/YYYY) Social Security or Tax I.D. Number

**7 BENEFICIARY** (Leave Blank for Life Only Plans) (Note: Primary and Contingent Beneficiary designations must each total 100%.) Please use Section 18 for additional Beneficiary information.

Primary	Jane J. Doe	Spouse	100%
	▲ Name (First, Middle Initial, Last)	Relationship to Owner	Percentage
<input checked="" type="checkbox"/> Primary			%
<input type="checkbox"/> Contingent	▲ Name (First, Middle Initial, Last)	Relationship to Owner	Percentage
<input type="checkbox"/> Primary			%
<input type="checkbox"/> Contingent	▲ Name (First, Middle Initial, Last)	Relationship to Owner	Percentage
<input type="checkbox"/> Primary			%
<input type="checkbox"/> Contingent	▲ Name (First, Middle Initial, Last)	Relationship to Owner	Percentage

**8 PREMIUM AMOUNT** (Attach check payable to NYLIAC, unless instructed otherwise.) \$[250,000]

**9 ANNUITY INCOME PAYMENTS**

Frequency of Annuity Income Payments ☒ Monthly ☐ Quarterly ☐ Semi-annually ☐ Annually

**10 ANNUITY COMMENCEMENT DATE**

Payments will begin one payment period after the Policy Date, unless otherwise indicated. **Only** if you would like the payments to begin on another date, please specify that date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
MM DD YYYY

**Note:** Payments **must** begin within one year of the Policy Date. Changing the Annuity Commencement Date will change the Annuity Income Payment amount.

**11 PRODUCT SELECTION** (Choose **ONE** annuity product below.)

☐ **LIFETIME INCOME ANNUITY:** Complete Sections 12 and 13 for Non-Qualified Plans or Sections 14 and 15 for Qualified Plans. For all plans, complete Sections 16 to 20 as applicable.

☐ **FIXED PERIOD ANNUITY:**

Benefit Period: \_\_\_\_\_ Years and \_\_\_\_\_ Months

(Minimum of [5] Years and Maximum of [40] Years)\*

\*For **Qualified Plans** please refer to the instructions page to determine the Maximum Allowable IRS Guaranteed Period based on the age of the IRA Owner.

**Plan Type:** ☒ **Non-Qualified**   ☐ **IRA**   ☐ **Inherited IRA**   ☐ **Roth IRA**   ☐ **Inherited Roth IRA**

**OPTIONAL FEATURE** – (Not available if the Owner is under the age of 59½ when the Annuity Income Payments begin.)

**Payment to increase annually by** \_\_\_\_\_% [(Select whole number percentage up to a maximum of 15%)]

This option cannot be cancelled or modified after issue.

**Skip to Section 16 and complete Sections 16 to 20 as applicable.**

**12 NON-QUALIFIED ANNUITY PLANS** (Choose **ONE** Payment Plan below. For **Qualified Plans**, skip to Section 14.)

**Single Life Plans**

- ☐ Life Only  
☐ Life With Cash Refund  
☒ Life With Installment Refund  
☐ Life With 25% of Premium Death Benefit  
☐ Life With 50% of Premium Death Benefit  
☐ Life With \_\_\_\_\_ years guaranteed  
(Enter number of whole years between [5 and 30])

**Joint Life Plans**

- ☐ Life Only  
☐ Life With Cash Refund  
☐ Life With Installment Refund  
☐ Life With 25% of Premium Death Benefit  
☐ Life With 50% of Premium Death Benefit  
☐ Life With \_\_\_\_\_ years guaranteed  
(Enter number of whole years between [5 and 30])

**13 OPTIONAL FEATURES FOR NON-QUALIFIED ANNUITIES** (Only **ONE** option may be selected. For **Qualified Plan** Option Feature, skip to Section 15.)

(Not available if the Owner is under age 59½ when the Annuity Income Payments begin. These options cannot be cancelled or modified after issue.)

- ☐ Annual Increase Option (Inflation Adjustment) -  
Payments will increase by: (Select One) [☐ 1%   ☐ 2%   ☐ 3%   ☐ 4%   ☐ 5%]  
☐ Income Enhancement Option – Under this option, no reduction to survivor income is allowed for Joint-Life plans.  
☐ Changing Needs Option – Under this option, no reduction to survivor income is allowed for Joint-Life plans.  
☐ Income increased by \_\_\_\_\_% (1% to 400%) of original amount on \_\_\_\_/\_\_\_\_/\_\_\_\_ (Income Adjustment Date)\*\*  
MM/DD/YYYY  
☐ Income reduced by \_\_\_\_\_% (1% to 50%) of original amount on \_\_\_\_/\_\_\_\_/\_\_\_\_ (Income Adjustment Date)\*\*  
MM/DD/YYYY

**\*\*Note:** The Income Adjustment Date may NOT change after the policy has been issued and must be at least three years after the Annuity Commencement Date.

**14 QUALIFIED ANNUITY PLANS**

**Plan Type:** [☐ **IRA**   ☐ **Inherited IRA**   ☐ **Roth IRA**   ☐ **Inherited Roth IRA** ]

Choose **ONE** Payment Plan below.

**Single Life Plans**

- ☐ Life Only  
☐ Life With Cash Refund  
☐ Life With Installment Refund  
☐ Life With \_\_\_\_\_ years guaranteed  
(Enter number of whole years between [5 and 30])\*

**Joint Life Plans** (Not available for Inherited IRA and Inherited Roth IRA)

- ☐ Life Only  
☐ Life With Cash Refund  
☐ Life With Installment Refund  
☐ Life With \_\_\_\_\_ years guaranteed  
(Enter number of whole years between [5 and 30])\*

\* **Single Life or Joint Life Plan with Guaranteed Period.** Please refer to the instructions page to determine the Maximum Allowable IRS Guaranteed Period based on the age of the IRA Owner.

**15 OPTIONAL FEATURE FOR QUALIFIED ANNUITIES**

(Not available if the Owner is under age 59½ when the Annuity Income Payments begin. [This option] cannot be cancelled or modified after issue.)

☐ Annual Increase Option (Inflation Adjustment)

Payments will increase by: (Select One) [ ☐ 1% ☐ 2% ☐ 3% ☐ 4% ☐ 5% ]

**16** Please check here ☐ if you have selected a Life with Installment Refund, Life with Guaranteed Period Plan or Fixed Period Annuity and give permission to your Beneficiary(ies) to receive, in one sum, the present value of any Annuity Income Payments remaining after the Annuitant's death. (The Owner may change this election.)

**17 SUCCESSOR OWNER**

For **Non-Qualified** Plans, if the Owner and Annuitant are different, the Owner's estate is the default Successor Owner. If you wish to name the Annuitant as the Successor Owner, please check here ☐.

If you wish to choose a different Successor Owner, please use Section 18 to identify the Successor Owner, including name and Social Security or Tax I.D. number.

**Note:** For a Lifetime Income Annuity issued as a **Qualified Plan** with a Joint Annuitant, the Joint Annuitant, if living, will be the Successor Owner at the death of the IRA Owner.

**18 ADDITIONAL INFORMATION:****19 FRAUD AND DISCLOSURE STATEMENT**

Residents of jurisdictions other than the District of Columbia and Oregon:

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits if a person provides false information.

Residents of the District of Columbia:

**WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**20 SIGNATURES (Read statement and sign below)**

I/We agree that:

(1) All of the answers to questions and statements in this application are true to the best of the knowledge and belief of those who made and recorded them. (2) **This contract will not become effective unless it is delivered to the Owner while the Owner(s) and Annuitant(s) are living.** (3) Unless otherwise indicated below, the Owner of this contract is the Applicant. (4) Under penalties of perjury, the Taxpayer Identification Numbers provided on this application are certified to be correct.

Signed at	Anytown,	NY	11111	Date	11 /01 /2010
	▲ City	State	Zip Code		(MM/DD/YYYY)
	X	X		X	
	▲ Owner (Applicant)	Applicant (if other than Owner)		Joint Owner (if applicable)	
	X		X		
	▲ Annuitant Signature (if other than Owner)		Joint Annuitant (if applicable)		
	X		X		
	▲ Agent's Signature		Countersigned by Licensed Resident Agent (if required)		
	Agent-123	NY-456	ABC G.O. - 789		
	▲ Agent's Code Number	Agent's State	License Number	General Office Name and Code Number	

**APPLICATION FOR**

Individual Single Premium Immediate Fixed Annuities

**[Lifetime Income Annuity]**

Annuities

To New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)

Executive Office: [51 Madison Avenue, New York, NY 10010] • Home Office: [200 Continental Drive, Suite 306, Newark, DE 19713]

**1 OWNER**

John J. Doe

☒ Male ☐ Female

Check One

▲ Name (First, Middle Initial, Last)

123 Main Street

▲ Residence – Street Address

Anytown,

NY

11111

USA

▲ City

State

Zip Code

Country of Citizenship

(111) 222-3333

01/01/1984

111-11-1111

▲ Home Telephone Number

Date of Birth (MM/DD/YYYY)

Social Security or Tax I.D. Number

Relationship to the Annuitant: ☒ Self ☐ Spouse ☐ Other**2 JOINT OWNER** (If applicable – Non-qualified only)☐ Male ☐ Female

Check One

▲ Name (First, Middle Initial, Last)

▲ Residence – Street Address

▲ City

State

Zip Code

Country of Citizenship

/ /

▲ Home Telephone Number

Date of Birth (MM/DD/YYYY)

Social Security or Tax I.D. Number

Relationship to the Annuitant: ☐ Self ☐ Spouse ☐ Other**3 ANNUITANT** (Individual on whose life expectancy the Annuity Income Payments are based.)Check One: ☐ Owner ☐ Joint Owner ☐ Other, complete below.☐ Male ☐ Female

Check One

▲ Name (First, Middle Initial, Last)

▲ Residence – Street Address

▲ City

State

Zip Code

Country of Citizenship

/ /

▲ Home Telephone Number

Date of Birth (MM/DD/YYYY)

Social Security or Tax I.D. Number

**PROOF OF AGE REQUIRED****4 JOINT ANNUITANT** (Complete for Joint-Life annuities only.)Check One: ☐ Owner ☐ Joint Owner ☐ Other, complete below.☐ Male ☐ Female

Check One

▲ Name (First, Middle Initial, Last)

▲ Residence – Street Address

▲ City

State

Zip Code

Country of Citizenship

/ /

▲ Home Telephone Number

Date of Birth (MM/DD/YYYY)

Social Security or Tax I.D. Number

**PROOF OF AGE REQUIRED**Relationship to the Annuitant: ☐ Spouse ☐ Non-Spouse



**5 REDUCTION OF INCOME FOR JOINT LIFE PLANS-** If a Joint Annuitant is named, payments will continue upon the death of one of the Annuitants as indicated below.

**Note:** Reduction of income not available on Life With Cash Refund and Life With Installment Refund

**For Qualified Joint Life Plans where the Joint Annuitant is a Non-Spouse.** Generally, IRS regulations require a reduction to survivor income if the IRA Owner's age exceeds that of a non-spousal Joint Annuitant by more than 10 years. The IRA Owner must be the Primary Annuitant and the reduction is available only upon the death of the IRA Owner. See table in instructions section for maximum allowable survivor percentage.

**Please select one of the following. If no selection is made, the default survivor income is 100% subject to limitations noted above. For Plans with Guaranteed Period, any reduction in Income Payments, if applicable, applies after the end of the Guaranteed Period if the policy is in effect.**

- ☐ No reduction of income at first death (100% to survivor)  
☐ Income reduced to \_\_\_\_\_% [(40% to 99%)] of income at the death of either Annuitant  
☐ Income reduced to \_\_\_\_\_% [(40% to 99%)] of income at the death of Primary Annuitant\*
- \*Primary Annuitant is the Annuitant named in Section 3. **Note:** Available on IRAs only – the applicable Primary and Secondary Joint Life Plan will be issued if this box is checked.

**6 PAYEE** (Designated to receive Annuity Income Payments.)

Check One: ☒ Owner ☐ Joint Owner ☐ Annuitant ☐ Other, complete below.

▲ Name (First, Middle Initial, Last)

▲ Residence – Street Address

▲ City State Zip Code Country of Citizenship  
/ /

▲ Home Telephone Number Date of Birth (MM/DD/YYYY) Social Security or Tax I.D. Number

**7 BENEFICIARY** (Leave Blank for Life Only Plans) (Note: Primary and Contingent Beneficiary designations must each total 100%.) Please use Section 18 for additional Beneficiary information.

<b>Primary</b>	Jane J. Doe	Spouse	100%
	▲ Name (First, Middle Initial, Last)	Relationship to Owner	Percentage
<input checked="" type="checkbox"/> Primary			%
<input type="checkbox"/> Contingent	▲ Name (First, Middle Initial, Last)	Relationship to Owner	Percentage
<input type="checkbox"/> Primary			%
<input type="checkbox"/> Contingent	▲ Name (First, Middle Initial, Last)	Relationship to Owner	Percentage
<input type="checkbox"/> Primary			%
<input type="checkbox"/> Contingent	▲ Name (First, Middle Initial, Last)	Relationship to Owner	Percentage

**8 PREMIUM AMOUNT** (Attach check payable to NYLIAC, unless instructed otherwise.) \$[250,000]

**9 REPLACEMENT INFORMATION**

- a) Is the policy applied for a replacement of a life insurance or annuity policy? ☐ Yes ☒ No If you answered "Yes" to either question, complete this section and submit required replacement forms.
- b) Do you have any existing life insurance or annuity policies? ☐ Yes ☒ No

1035 Exchange:  
▲ Company Name - Policy Number - Estimated Cash Value - Cost Basis (for Non-qualified Policies) ☐ Yes ☐ No

1035 Exchange:  
▲ Company Name - Policy Number - Estimated Cash Value - Cost Basis (for Non-qualified Policies) ☐ Yes ☐ No

Please use Section 18 to include information if more than two policies are being replaced.

**10 ANNUITY INCOME PAYMENTS**Frequency of Annuity Income Payments ☒ Monthly ☐ Quarterly ☐ Semi-annually ☐ Annually]**11 ANNUITY COMMENCEMENT DATE**Payments will begin one payment period after the Policy Date, unless otherwise indicated. **Only** if you would like the payments to begin on another date, please specify that date:      /      /       
MM DD YYYY**Note:** Payments **must** begin within one year of the Policy Date. Changing the Annuity Commencement Date will change the Annuity Income Payment amount.**12 NON-QUALIFIED ANNUITY PLANS** (Choose **ONE** Payment Plan below. For **Qualified Plans**, skip to Section 14.)**Single Life Plans**

- ☐ Life Only  
☐ Life With Cash Refund  
☒ Life With Installment Refund  
☐ Life With 25% of Premium Death Benefit  
☐ Life With 50% of Premium Death Benefit  
☐ Life With        years guaranteed  
 (Enter number of whole years between [5 and 30])

**Joint Life Plans**

- ☐ Life Only  
☐ Life With Cash Refund  
☐ Life With Installment Refund  
☐ Life With 25% of Premium Death Benefit  
☐ Life With 50% of Premium Death Benefit  
☐ Life With        years guaranteed  
 (Enter number of whole years between [5 and 30])

**13 OPTIONAL FEATURES FOR NON-QUALIFIED ANNUITIES** (Only **ONE** option may be selected. For **Qualified Plan** Option Feature, skip to Section 15.)**(Not available if the Owner is under age 59½ when the Annuity Income Payments begin. These options cannot be cancelled or modified after issue.)**

- ☐ Annual Increase Option (Inflation Adjustment) -  
 Payments will increase by: (Select One) ☐ 1% ☐ 2% ☐ 3% ☐ 4% ☐ 5%  
☐ Income Enhancement Option – Under this option, no reduction to survivor income is allowed for Joint-Life plans.  
☐ Changing Needs Option – Under this option, no reduction to survivor income is allowed for Joint-Life plans.  
☐ Income increased by       % (1% to 400%) of original amount on     /    /     (Income Adjustment Date)\*  
 MM/DD/YYYY  
☐ Income reduced by       % (1% to 50%) of original amount on     /    /     (Income Adjustment Date)\*  
 MM/DD/YYYY

**\*Note:** The Income Adjustment Date may NOT change after the policy has been issued and must be at least three years after the Annuity Commencement Date.**14 QUALIFIED ANNUITY PLANS**Plan Type: ☐ IRA ☐ Inherited IRA ☐ Roth IRA ☐ Inherited Roth IRA ]  
Choose **ONE** Payment Plan below.**Single Life Plans**

- ☐ Life Only  
☐ Life With Cash Refund  
☐ Life With Installment Refund  
☐ Life With        years guaranteed  
 (Enter number of whole years between [5 and 30])\*\*

**Joint Life Plans** (Not available for Inherited IRA and Inherited Roth IRA)

- ☐ Life Only  
☐ Life With Cash Refund  
☐ Life With Installment Refund  
☐ Life With        years guaranteed  
 (Enter number of whole years between [5 and 30])\*\*

**\*\* Single Life or Joint Life Plan with Guaranteed Period.** Please refer to the instructions page to determine the Maximum Allowable IRS Guaranteed Period based on the age of the IRA Owner.**15 OPTIONAL FEATURE FOR QUALIFIED ANNUITIES****(Not available if the Owner is under age 59½ when the Annuity Income Payments begin. [This option] cannot be cancelled or modified after issue.)**

- ☐ Annual Increase Option (Inflation Adjustment)  
 Payments will increase by: (Select One) ☐ 1% ☐ 2% ☐ 3% ☐ 4% ☐ 5%

**16** Please check here ☐ if you have selected a Life with Installment Refund or a Life with Guaranteed Period Plan and give permission to your Beneficiary(ies) to receive, in one sum, the present value of any Annuity Income Payments remaining after the Annuitant's death. (The Owner may change this election.)

**17 SUCCESSOR OWNER**

For **Non-Qualified** Plans, if the Owner and Annuitant are different, the Owner's estate is the default Successor Owner. If you wish to name the Annuitant as the Successor Owner, please check here ☐.

If you wish to choose a different Successor Owner, please use Section 18 to identify the Successor Owner, including name and Social Security or Tax I.D. number.

**Note:** If issued as a **Qualified Plan**, with a Joint Annuitant, the Joint Annuitant, if living, will be the Successor Owner at the death of the IRA Owner.

**18 ADDITIONAL INFORMATION:**

**19 FRAUD AND DISCLOSURE STATEMENT**

Residents of jurisdictions other than the District of Columbia and Oregon:

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits if a person provides false information.

Residents of the District of Columbia:

**WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**20 SIGNATURES (Read statement and sign below)**

I/We agree that:

(1) All of the answers to questions and statements in this application are true to the best of the knowledge and belief of those who made and recorded them. (2) **This contract will not become effective unless it is delivered to the Owner while the Owner(s) and Annuitant(s) are living.** (3) Unless otherwise indicated, the Owner of this contract is the Applicant. (4) Under penalties of perjury, the Taxpayer Identification Numbers provided on this application are certified to be correct. (5) I/We understand that the annuity is not backed or guaranteed by any bank or insured by the FDIC.

Signed at	Anytown,	NY	11111	Date	11 /01 /2010
	▲ City	State	Zip Code		(MM/DD/YYYY)
	X			X	
	▲ Applicant Signature (Owner)				Joint Owner Signature (if applicable)
	X			X	
	▲ Annuitant Signature (if other than Owner)				Joint Annuitant Signature (if applicable)
	X				Max Agent
	▲ Representative's/Agent's Signature				Representative/Agent's Name
	(111) 666-7777				NY-86
	▲ Representative's /Agent's Tel. Number				Representative's/Agent's State and License Number
	789				
	▲ Representative's/Agent's NYLIAC Code Number				
	ABC Brokerage				(333) 444-6666
	▲ Broker/Agency Name				Broker/Agency Tel. Number
	99 Main Street				
	▲ Broker/Agency Street Address				
	Anytown, NY 11111				
	▲ Broker/Agency City, State, Zip Code				

<i>SERFF Tracking Number:</i>	<i>NYLA-126681294</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>46205</i>
<i>Company Tracking Number:</i>	<i>210-195</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>SPIA Installment Refund 2010</i>		
<i>Project Name/Number:</i>	<i>SPIA Installment Refund 2010/210-195</i>		

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Flesch Certification	
<b>Comments:</b>		
<b>Attachment:</b>		
Cert-Readability-AR.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Statements of Variability	
<b>Comments:</b>		
<b>Attachments:</b>		
SOV 210-195.pdf		
SOV 207-585 (11-2010).pdf		
SOV 207-586 (11-2010).pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Cert. Compliance	
<b>Comments:</b>		
<b>Attachment:</b>		
Cert-compliance-AR.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Filing Fee Transmittal	
<b>Comments:</b>		
<b>Attachment:</b>		
Filing Fee Transmittal-AR.pdf		

**STATE OF ARKANSAS**  
**READABILITY CERTIFICATION**

**COMPANY NAME:** New York Life Insurance and Annuity Corporation

This is to certify that the forms referenced below have achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
210-195	63.0
207-585 (11/2010)	53.9
207-586 (11/2010)	52.1



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Suzanne Wolf  
Assistant Vice President – Product Development

July 14, 2010  
Date

**New York Life Insurance and Annuity Corporation**

**Statement of Variability For  
Individual Single Premium Immediate Fixed Annuity Policy  
Form Number: 210-195**

The following comments describe the nature and scope of the variable material denoted with brackets on the Policy's Front and Back Cover and the Policy Data Page. Each heading typically corresponds to the headings found on the Policy Covers and Policy Data Page. When applicable, ranges and/or alternate text are provided. The actual Policy Data Page a policy owner receives will reflect only the information based on that policy owner's elections at the time of purchase of the policy. Any use of variability shall be administered in accordance with the Explanation of Variability, and shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

<b>Bracketed Information</b>	<b>Location</b>	<b>Explanation of Variability</b>
<b>Annuitant Name Policy Number Policy Date</b>	Cover Page & Data Page	This section will reflect the applicable information for each issued policy. The Corporation may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
<b>Executive Office/Home Office Addresses</b>	Front/Back Cover Page & Data Page	To allow for flexibility in changing this information should the Corporation's Executive or Home Office location change.
<b>Officer Title &amp; Signature:</b>	Cover Page	The signatures and titles are those in effect at the time of this form filing and over time may change. The information is bracketed to allow for flexibility in changing the officer's signature(s) and title(s).
<b>Customer Service Phone Number</b>	Cover Page	The number is bracketed to facilitate: <ul style="list-style-type: none"> <li>the toll-free telephone numbers applicable to the Corporation's various customer service offices; and/or.</li> <li>a change in the toll-free telephone numbers.</li> </ul>
<b>Plan</b>	Policy Data Page	The Plan type will vary depending on the market segment in which the policy is issued. All plan type options currently available are: <ul style="list-style-type: none"> <li>Non-Qualified</li> <li>Traditional IRA</li> <li>Inherited IRA</li> <li>ROTH IRA</li> <li>Inherited Roth IRA</li> </ul> <p>The Corporation may also offer this policy in other tax-qualified plans when a customer does not want to rollover qualified plan money into an IRA. The types of tax-qualified plans that may be reflected include, but are not limited to, Pension/Keogh 401(a) and TSA 403(b).</p>



<b>Bracketed Information</b>	<b>Location</b>	<b>Explanation of Variability</b>
<b>Death Benefit Commutation</b>	Policy Data Page	<p>Interest rates shown are those used to calculate the commutation values of any remaining guaranteed Annuity Income Payments upon death of the Annuitant. The rate is typically the rate(s) at issue plus one percent (1%). Only those policy years and corresponding rates applicable to the issued policy will display.</p> <p>Interest rate durations under the schedule of interest rates used to calculate the present value of Annuity Income Payments upon death may change and are bracketed to allow for flexibility in modifying such durations.</p>
<b>Annual Increase Option</b>	Policy Data Page	<p>The Annual Increase Option must be elected at the time of purchase and is available only if the owner is 59 ½ or older on the date the first income payment is made. The minimum increase percentage available is 1% and the maximum is 5%. The increase option percentage may not be changed after the policy is issued.</p> <ul style="list-style-type: none"> <li>At some point in the future, the maximum Annual Increase Option percentage may be increased to 15%.</li> </ul>
<b>Changing Needs Rider Option</b>	Policy Data Page	<b>This section will only print if the Changing Needs Rider is elected at time of purchase of the policy.</b>
<b>Income Enhancement Option Rider</b>	Policy Data Page	<p>This section will only print when the "Income Enhancement Option" rider is elected at time of purchase of the policy.</p> <p>The interest rates for the beginning index will print in this section. These rates are calculated based on the interest rate index described in the rider. If the Federal Reserve terminates this index at some future date, we will select an appropriate replacement index based on industry standards at the time of the change.</p> <p>If the policy is issued on a non-tax qualified basis or a single life Roth IRA, the last sentence of this rider description will include the phrase "remainder of the Guaranteed Period."</p> <p>If the policy is issued on a tax-qualified basis, the last sentence of this rider description will include the phrase "life of the Policy" and reference to the 30% Withdrawal Rider.</p>
<b>WITHDRAWAL RIDER TITLE– (See "Withdrawal Rider Information" below:</b>	Policy Data Page	This section will reflect the title of the appropriate Withdrawal Rider on the Policy Data Page based on the plan type and the Annuity Income Payment Option selected.



Bracketed Information	Location	Explanation of Variability
<b>WITHDRAWAL RIDER – INFORMATION</b>	Policy Data Page	<p>This section will display the Withdrawal Rider benefit description corresponding to the applicable rider based on the following criteria:</p> <p>The 30% Withdrawal Benefit Rider information will display as follows:</p> <ul style="list-style-type: none"> <li>- Available with qualified plans only.</li> <li>- Exception, for Roth IRAs: the 30% Withdrawal Rider is available only with Joint Life Plans.</li> </ul> <p>Withdrawal effective dates reflect the fifth, tenth and fifteenth anniversary of the Annuity Commencement Date.</p> <p>The Withdrawal Benefit Rider (up to 100%) information will display as follows:</p> <ul style="list-style-type: none"> <li>- Available with non-qualified plans and single life Roth IRAs.</li> </ul> <p><b>Interest rates for discounting payments:</b> Only the policy year range(s) and associated discount rate(s) applicable to the issued policy will display. The discount rates shown are determined using the rate(s) at issue plus 1%. The Interest Rate Change Adjustment will further adjust these rates.</p> <p>Interest rate durations under the schedule of interest rates used to discount payments under the Withdrawal Benefit may change and are bracketed to allow for flexibility in modifying such durations.</p>
<b>RIDERS AND ENDORSEMENTS ATTACHED TO THIS POLICY ON THE POLICY DATE</b>	Policy Data Page	<p>To allow for flexibility should the Corporation choose to list Riders that may be attached to each issued policy. The Corporation may also reflect any applicable policy endorsements attached at policy issue. In that case, we will include the optional text “AND ENDORSEMENTS”.</p> <p>Should the Corporation file and receive approval for any Riders or Endorsements for use with this Policy at a future date, we may display the applicable Rider or Endorsement in this section for new issues of the Policy.</p>
<b>All other bracketed items are John Doe information.</b>		

**New York Life Insurance and Annuity Corporation (NYLIAC)**  
**Statement of Variability**  
**Application for a Single Premium Immediate Fixed Annuity**  
**Form: 207-585 (11/2010)**

The following comments describe the nature and scope of the variable material denoted with brackets on the application. When applicable, ranges and/or alternate text are provided. Any use of variability shall be administered in accordance with the Explanation of Variability, and shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

<b>Bracketed Information</b>	<b>Location</b>	<b>Explanation of Variability</b>
<b>Marketing Name</b>	Top of form	To allow for the flexibility of changing the marketing name.
<b>Executive Office/Home Office Addresses</b>	Top of form	To allow for the flexibility of changing this information should the Corporation's Executive or Home Office location change.
<b>Reduction of Income for Joint Life Plans</b>	Section 5	To facilitate changes to the percentages for income reduction made available by NYLIAC and in accordance with applicable law. The available percentages are between and including 40% and 99%. The percentage range is between and including 10% and 99%.
<b>Annuity Income Payments</b>	Section 9	To facilitate changes to the payment modes made available by NYLIAC. The available payment modes for all plan types are monthly, quarterly, semi-annually, and annually. NYLIAC may limit the payment modes available for new issues only.
<b>Product Selection Fixed Period Annuity Benefit Period</b>	Section 11	To facilitate changes to the number of years and/or months made available by NYLIAC. The available benefit periods are between and including 5 and 40 years (whole years only). The range for the benefit period is between and including 1 and 50 years and any number of months between and including 1 and 11 (whole years and whole months only).
<b>Product Selection Fixed Period Annuity Plan Type</b>	Section 11	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans available with this Fixed Period Annuity product.
<b>Product Selection Fixed Period Annuity Optional Feature</b>	Section 11	The owner may elect, at the time of purchase of the policy, an annual increase to their payment by a percentage between and including 1 and 15% (whole percentages only). The annual increase will be applied on the first anniversary of the first payment date and will continue annually for the life of the policy. The percentage range for this option is between and including 1 and 20% (whole percentages only).
<b>Non-Qualified Annuity Plans Single Life and Joint Life Plans Life With xx Years Guaranteed</b>	Section 12	The owner may elect guaranteed periods between and including 5 years and 30 years (whole years only). The range for these guaranteed periods is between and including 1 year and 50 years (whole years only) and any number of months between and including 1 month and 11 months (whole months only).
<b>Optional Features for Non-Qualified Annuities Annual Increase Option</b>	Section 13	The owner may elect, at time of purchase of the policy, the Annual Increase Option, which increases their payment by a percentage between and including 1 and 5% (whole percentages only). The annual increase will be applied on the first anniversary of the first payment date and will continue annually for the life of the policy. The percentage range for this option is between and including 1 and 20% (whole percentages only).
<b>Qualified Annuity Plans Plan Type</b>	Section 14	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans available with the single and joint life income options.
<b>Qualified Annuity Plans Single Life and Joint Life Plans Life With xx Years Guaranteed</b>	Section 14	The owner may elect guaranteed periods between and including 5 years and 30 years (whole years only). The range for these guaranteed periods is between and including 1 year and 50 years (whole years only), and any number of months between and including 1 month and 11 months (whole months only).

Bracketed Information	Location	Explanation of Variability
<b>Optional Feature for Qualified Annuities</b> <b>Annual Increase Option</b>	Section 15	<p>The owner may elect, at the time of purchase of the policy, the Annual Increase Option, which increases their payment by a percentage between and including 1 and 5% (whole percentages only). The annual increase will be applied on the first anniversary of the first payment date and will continue annually for the life of the policy. The percentage range for this option is between and including 1 – 20% (whole percentages only).</p> <p>An Income Enhancement Option and/or a Changing Needs Option, may be offered in the future. In such a case, the reference to “This option” which appears in the second sentence of this section shall read “These options”. If these options are made available, the information provided to elect the options will be similar to that which is currently shown for a non-qualified plan in Section 13 of the application.</p>
<b>All other bracketed items are John Doe information.</b>		

**New York Life Insurance and Annuity Corporation (NYLIAC)**  
**Statement of Variability**  
**Application for a Single Premium Immediate Fixed Annuity**  
**Form: 207-586 (11/2010)**

The following comments describe the nature and scope of the variable material denoted with brackets on the application. When applicable, ranges and/or alternate text are provided. Any use of variability shall be administered in accordance with the Explanation of Variability, and shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

<b>Bracketed Information</b>	<b>Location</b>	<b>Explanation of Variability</b>
<b>Marketing Name</b>	Top of form	To allow for the flexibility of changing the marketing name.
<b>Executive Office/Home Office Addresses</b>	Top of form	To allow for the flexibility of changing this information should the Corporation's Executive or Home Office location change.
<b>Reduction of Income for Joint Life Plans</b>	Section 5	To facilitate changes to the percentages for income reduction made available by NYLIAC and in accordance with applicable law. The available percentages are between and including 40% and 99%. The percentage range is between and including 10% and 99%.
<b>Annuity Income Payments</b>	Section 10	To facilitate changes to the payment modes made available by NYLIAC. The available payment modes for all plan types are monthly, quarterly, semi-annually, and annually. NYLIAC may limit the payment modes available for new issues only.
<b>Non-Qualified Annuity Plans Single Life and Joint Life Plans Life With xx Years Guaranteed</b>	Section 12	The owner may elect guaranteed periods between and including 5 years and 30 years (whole years only). The range for these guaranteed periods is between and including 1 year and 50 years (whole years only) and any number of months between and including 1 month and 11 months (whole months only).
<b>Optional Features for Non-Qualified Annuities Annual Increase Option</b>	Section 13	The owner may elect, at time of purchase of the policy, the Annual Increase Option, which increases their payment by a percentage between and including 1 and 5% (whole percentages only). The annual increase will be applied on the first anniversary of the first payment date and will continue annually for the life of the policy. The percentage range for this option is between and including 1 and 20% (whole percentages only).
<b>Qualified Annuity Plans Plan Type</b>	Section 14	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans available with the single and joint life income options.
<b>Qualified Annuity Plans Single Life and Joint Life Plans Life With xx Years Guaranteed</b>	Section 14	The owner may elect guaranteed periods between and including 5 years and 30 years (whole years only). The range for these guaranteed periods is between and including 1 year and 50 years (whole years only), and any number of months between and including 1 month and 11 months (whole months only).
<b>Optional Feature for Qualified Annuities Annual Increase Option</b>	Section 15	<p>The owner may elect, at the time of purchase of the policy, the Annual Increase Option, which increases their payment by a percentage between and including 1 and 5% (whole percentages only). The annual increase will be applied on the first anniversary of the first payment date and will continue annually for the life of the policy. The percentage range for this option is between and including 1 – 20% (whole percentages only).</p> <p>An Income Enhancement Option and/or a Changing Needs Option, may be offered in the future. In such a case, the reference to "This option" which appears in the second sentence of this section shall read "These options". If these options are made available, the information provided to elect the options will be similar to that which is currently shown for a non-qualified plan in Section 13 of the application.</p>
<b>All other bracketed items are John Doe information.</b>		

**NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION**

**STATE OF ARKANSAS**

**In Re: Form (s): Policy Form 210-195; Application Forms 207-585 (11/2010) and  
207-586 (11/2010)**

I certify that the forms contained in this filing comply with Arkansas Insurance Regulation 19.



\_\_\_\_\_  
Signature

Suzanne Wolf

\_\_\_\_\_  
Name

Assistant Vice President – Product Development

\_\_\_\_\_  
Title

7/14/2010  
Date

**ARKANSAS  
INSURANCE  
DEPARTMENT**

**FILING FEE TRANSMITTAL FORM \*\*\***

**ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT**

**Company Name :** New York Life Insurance and Annuity Corporation NAIC#: 826-91596

**Company Contact Person:** Suzanne Wolf Telephone No.: Toll Free: (800) 280-3551

**INSURANCE DEPARTMENT USE ONLY**

**ANALYST :** \_\_\_\_\_ **AMOUNT:** \_\_\_\_\_ **ROUTE SLIP:** \_\_\_\_\_

**ALL FEES ARE PER EACH INSURED, PER ANNUAL STATEMENT LINE OF BUSINESS,  
UNLESS OTHERWISE INDICATED.**

**FEE SCHEDULE FOR ADMITTED INSURERS**

**RATE/ FORM FILINGS**

Life and/or Disability policy form filing  
and review, per each policy, contract, annuity  
form , per each insurer, per each filing

**3 x \$50= \$ 150.00**  
**\*\*Retaliatory \$50.00**

Life and/or Disability- Filing and review of each  
rate filing or loss ratio guarantee filing, per each  
insurer.

\* ### x \$50= \$ ###.##  
**\*\*Retaliatory \$###.##**

Life and/or Disability Policy, Contract or Annuity  
Forms: Filing and review of certificate, rider,  
endorsement or application if each is filed  
separately from the basic form.

\* ### x \$50= \$###.  
**\*\*Retaliatory \$###**

Policy and contract forms, all lines, filing  
corrections in previously filed policy and contract  
forms.

\* ### x \$20= \$ ###.##  
**\*\*Retaliatory \$###.##**

Life and/or Disability: Filing and review of  
Insured's advertisements, per advertisement, per  
each insurer.

\* ### x \$25= \$ ###.##  
**\*\*Retaliatory \$###.##**

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to amend an Insurer's Certificate of Authority.      \* ## x \$ 400 = \$ ###.##

Filing to amend Certificate of Authority.      \*\*\* ### x \$100 = \$ ###.##

\*THESE FEES ARE PAYABLE UNDER THE NEW FEE SCHEDULE AS OUTLINED UNDER  
RULE AND REGULATION 57.

\*\*THESE FEES ARE PAYABLE UNDER THE OLD FEE SCHEDULE AS OUTLINED UNDER  
ARK. CODE ANN. 23-63-102, RETALIATORY TAX.

\*\*\*THESE FEES ARE PAYABLE AS REQUIRED IN ARK. ANN. 23-61-401.